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Current Topics.

The Charity Commissioners and Charities under Royal Charter.

THE IMPORTANT question whether the Charity Commissioners have power to make schemes for or otherwise to deal with charities incorporated by Royal Charter was raised in the Chancery Division in the case of *In re the King Edward VII National Memorial Association* (reported in *The Times* of 30th October). LUXMOORE, J., there had before him a summons taken out against the Attorney-General on behalf of that charity, which was incorporated by Royal Charter, asking the court to approve and order the carrying out of a scheme for the charity's future management and regulation, and to approve and order likewise a certain application of its property and income. The affidavit to which the scheme was exhibited was made by the charity's general secretary and controller, and the scheme, which comprised superannuation, borrowing powers and amendments which the Ministry of Health required, had been submitted by the charity at the Commissioners' invitation and had satisfied the Attorney-General. It does not appear from the report whether the matter came before the court as a test case, but it seems that that is what it ultimately became. For LUXMOORE, J., having heard counsel, at once raised the question whether it was within the powers of the Commissioners to make schemes for charities incorporated under Royal Charter. As the law now is, the Crown itself cannot *primâ facie* alter a charter once it has been granted (a position modified, in the case of the charity here before the court, by a reservation of power to alter contained in a supplemental charter), and LUXMOORE, J., refused to take the view that either the Chancery Division or the Charity Commissioners (under s. 2 of the Charitable Trusts Act, 1860) could sanction such a scheme as the one before him. That, he said, would alter the charity's powers, a step which, in his opinion, could be sanctioned only by the Privy Council. He thereupon ordered that the summons stand over generally. It will be of considerable interest, when the point arises again, as it must, to see whether it is raised by proceedings in the Privy Council and what form those proceedings will take.

Impatient Jurors.

WHEN THE hearing of a case seems in danger of being unduly prolonged, the judge, on requesting counsel to try to be more brief, has frequently taken up arms on behalf of a patient jury. The members of the jury, he may point out, have probably been called away from important business duties and been compelled to pass many valuable days listening to unnecessarily drawn-out evidence. Whether juries are by nature patient, or whether the forensic atmosphere has a subduing effect upon them, it is, in fact, only very rarely that a complaining voice is raised in court against what is often a wearying task. To do so must, indeed, require a high degree of moral courage. At the Central Criminal Court recently, when counsel was cross-examining on points of character, one of the jurymen asked "What has it got to do with the case?"—probably a not unnatural question from one not particularly familiar with the extent to which questions as to credit may go. Sir ERNEST WILD, K.C., the Recorder, told him that it was his duty to listen, and he must be patient, an admonition which caused the juryman to expostulate that he had been there three weeks. This, apparently, to put it mildly, was an overestimation, for on the following morning the Recorder, having caused inquiries to be made into the juror's complaint, said that it appeared that he had, in fact, only been in the jury box for six days, the sessions only having lasted a fortnight to that date. The juror apologised, and added that if he had caused any annoyance it was not meant. "One of the things we try hardest in this court to do," replied the Recorder, "is to study the convenience of juries." It certainly must require the patience of Job to listen to intensely dull evidence over perhaps a period of weeks when one's own business affairs are calling for urgent attention, but to serve on a jury is a duty demanded by the State of its citizens, a duty which assists in ensuring a fair deal for litigants in civil actions and for the accused in criminal prosecutions. A juror of to-day may, indeed, be truly thankful to-morrow that he has "twelve good men and true," or may be a woman or two, to decide the merits of his own case. "Just think," said Lord DARLING on one occasion to a juror who complained that he was wasting valuable time without receiving remuneration, "how pleased you will be, if ever you have to be tried, to reflect that you are getting a jury for nothing."

Postal Censorship.

THE RETURN, by the order of the Home Secretary, of letters addressed to the promoters of the Dublin Hospital Sweepstake, is a matter of which those who are vigilant in the protection of public liberty ought to take notice. An ordinary sweepstake on a race is undoubtedly a lottery, and lotteries drawn and

promoted in England are illegal. After the passing of the original Act forbidding them, 10 & 11 Wm. III c. 17, it was found that shares in foreign lotteries were being advertised and pushed in various directions. Accordingly, advertisements of lotteries abroad and sale of tickets for them were forbidden by the Lotteries Act, 1722 (9 Geo. I, c. 19), s. 29 of the Lotteries Act, 1732 (6 Geo. II, c. 35), and, later, s. 41 of the Lotteries Act, 1823 (4 Geo. IV, c. 60), and another Act of 1836, 6 & 7 Wm. IV, c. 66. Manifestly, however, the promotion of foreign lotteries abroad could not be made an offence against our law, many of them being in fact state lotteries, or otherwise authorised in the places where they were drawn. It is understood that the Dublin Sweepstake is of this nature. Moreover, it is not an offence, nor has it ever been an offence, for an Englishman to subscribe to a foreign lottery. *Primâ facie*, therefore these letters were entrusted to the Postmaster-General for an entirely lawful purpose. Possibly they might have resulted in return letters containing lottery tickets—or, again, the sender might have asked the promoters to send the tickets he was paying for to an address in Ireland. In the latter case he would be entirely within his rights, and in the former it is exceedingly doubtful whether an offence would be committed. The power of the Postmaster-General abitrarily to intercept, open, and detain correspondence was recognised or conferred by s. 40 of 9 Anne c. 11, and was violently resented when it was being used in 1844 to tamper with the correspondence of the patriot and liberator MAZZINI. This Act was repealed in 1871, but the power appears to have survived by stealth and to be impliedly recognised in s. 56 (2) of the Post Office Act, 1908. As an uncontrolled "droit administratif" it is an anachronism, and its exercise ought to be subject to the order of a judge, or at least of some magistrate who is not a government official. In its present form it may be regarded as a furtive and un-English thing. Its exercise by Mr. CLYNES, too late to intercept the majority of letters, and giving those whose letters were stopped time to make other arrangements, was not furtive, but merely futile.

"The silly Oddities of our Gambling Law."

UNDER THE above heading Mr. EDGAR WALLACE has written an article to *The Star* on Mr. CLYNES' move as to the Dublin handicap. As might be expected, it is informed with humour and common-sense, and Mr. WALLACE has obviously more than a superficial acquaintance with the law on the subject. Into such a quagmire of old statutes, however, he ventures at some peril, and here and there, we think, he loses his footsteps. For example, he says, "If I buy or sell a lottery ticket in the streets of London, I am liable to heaven knows what penalties." Our readers will know that the vendor and not the purchaser of a lottery ticket is subject to penalty by the ordinary law, though it seems possible that persons participating in a lottery by drawing tickets, if on enclosed premises, might be dealt with under the wide provisions of ss. 2 and 4 of the Gaming Act, 1802, as aiding or abetting or otherwise concerned with the principal offenders in promoting the lottery. He also stated that it is illegal to play poker in a club, but perfectly legal to play bridge. The written law in fact makes no distinction between poker and bridge, for the simple reason that, in the days when legislators were trying to forbid games by name, and gamblers were frustrating them by inventing and playing new ones, neither bridge nor poker was invented—or, at least, if invented, not known to English card-players. Mr. WALLACE, who knows something about the old statutes, for he mentions the exemption for backgammon, should have stuck to roly-poly, pharoah, hazard, passage, Ace of Hearts, and bassett. Under the doctrine laid down in *Jenks* v. *Turpin*, indeed, every card game is unlawful, for, unless played with all the cards exposed all the time, no card game can be described as one of mere skill. Even "patience," the least gambling of all, is entirely dominated by the fall of the cards. Possibly the distinction between poker and bridge is a police convention, like that which distinguishes between bare fist fights and glove fights. Mr. WALLACE, in his railing accusation, might well have referred to the shilling whist-drive cases, but perhaps, if and when he recreates himself with cards, he does so on a more robust scale. He observes sagely: "It is undesirable in the public interest that the same facilities should be offered to a swindling lottery promoter, as are offered, for example, to the share-pusher." That is a shrewd blow, which leaves the law groggy, but there are plenty of others, and he wins hands down on points. Why, however, does he not secure the K.O., by using his influence to get the old Hanoverian statutes repealed, and the whole law amended to suit modern conditions?

A Curiosity of Tenure.

A RECENT case which came before EVE, J. (*Lucas* v. *Desborough*) in which the plaintiff, a baroness in her own right, claimed a declaration that she was tenant in tail of a settled estate and entitled to disentail moneys representing proceeds of sale of part of that estate, revealed a very curious and probably unique survival of an ancient form of tenure. The title to the property commenced with a marriage settlement of 1662, settling the wife's lands, but as the husband was then still under twenty-one years of age, he was unable to bring his own property into settlement, and this was consequently done by a private Act of Parliament of 1662, which varied the terms of the previous settlement and declared that the wife's lands in Wiltshire were to be held upon very peculiar limitations. They were to be inalienable, and in the event of failure of male issue—which event happened several times in the course of the family history—they were to descend to the eldest female heir, without sub-division between co-parceners, "as in the case of a castle held for the defence of the realm." The sole question in the case was whether under a proviso contained in a subsequent private Act of 1718, by which an exchange of part of the settled lands was authorised, the exchanged lands were still subject to the fetter of inalienability, and EVE, J., held that they were, and that, although most of them had in fact been sold under the Settled Land Acts, the proceeds of sale were still strictly settled and could not be disentailed. The reference to the castle suggests that the tenure imposed upon these lands by statute is that known as "tenure by castleguard," a form of knight-service, which is fully discussed in "Coke upon Littleton," Book 2, Chap. 4, s. 111, where LITTLETON describes it as a duty "to ward a tower of the castle of their lord, or a doore or some other place of the castle, upon reasonable warning, when their lords hear that the enemies will come, or are come in England." The service was therefore to provide a certain number of men towards the garrison of the castle in time of war, for, as COKE says, "to keep a castle in time of peace is no knight's service." The subject of tenure by "castleguard" was fully discussed by the late Mr. ELTON in his treatise on "Tenures of Kent," in which the learned author set out to prove that most of the land in that county was originally held by knight-service, and therefore, if one could only have proved it, the custom of gavelkind extended to much less land than was commonly presumed. There were no less than three varieties of castleguard tenure in Kent (Elton, p. 200), many estates being held of Dover and Rochester Castles. Gavelkind excluded primogeniture of either male or female heirs and lands held under that tenure were partible equally. It may well be, though we cannot discover any authority on the point, that lands held on castleguard tenure descended to the eldest female heir, failing issue male to inherit, so as most completely to exclude the gavelkind rule.

Captain Ernest Hill Motum, solicitor, of Medomsley, Durham, Clerk of the Peace of the City and County Borough of Newcastle-on-Tyne, left estate of the gross value of £1,488, with net personalty £1,189.

Criminal Law and Practice.

POLICE AND ADVOCATES.—Where a police officer, whether of high or humble rank, is the actual prosecutor in a case before a court of summary jurisdiction, he is entitled to exercise precisely the same rights as any other prosecutor: no more and no less. Any tendency for the police to go beyond this is obviously undesirable and has been deprecated by learned judges. Whenever it is allowed to appear that a chief constable, or a superintendent, has a sort of special right of audience and to address the bench as if he were a professional advocate, there is constant danger of friction with members of the legal profession and, sometimes, even of distrust in the impartiality of the court.

A Birmingham paper recently reported a case in which a deputy chief constable opposed a solicitor's application for an adjournment. So far, we should suppose, he was perfectly in order, as no doubt it was a police prosecution. When the solicitor referred to a question about a telephone message and said he suggested a mistake had been made and that the police had not been informed (as had been stated) that the defendant would appear that day, the deputy chief constable retorted, according to the report: "Are you suggesting that I am saying something that is not true?" The solicitor's reply reads courteously enough: "No, I think the message was misunderstood." Then the police officer seems to have rejoined: "You can't say what you like here." We will stop there, though apparently uncomplimentary remarks were exchanged. In the end, the magistrates granted an adjournment on condition that the expenses of the witnesses were met by the defence; whereupon the deputy chief constable seems to have asked the solicitor: "Will you personally undertake to pay my witnesses?" "No, of course I won't," replied the solicitor.

It will, we think, occur to most people that it would have added decorum and amiability to the whole proceedings if the police had been represented by counsel or solicitor. Even if the deputy chief constable happened to be a member of the legal profession, which is unlikely, he was apparently acting in his capacity of police officer. Forensic squabbles between members of the profession are generally very superficial and very brief; they create little or no uneasiness among the public. A scene between a well-known police official and a lawyer cannot have a very wholesome effect, whichever of them happens to be in the right.

AN UNUSUAL MANSLAUGHTER CHARGE.—The driver of a car, who was acquitted at Liverpool Assizes on a charge of manslaughter, was alleged to have been racing with another car, with the result that he turned a bend in the road so sharply that he got on the wrong side, forcing a motor cyclist off the road; the motor cyclist, it was said, knocked down an old lady, fracturing her skull. Counsel for the defence described the case as unique, in that no man had ever been accused of manslaughter while driving a car without touching the person killed or the vehicle that killed.

The defendant denied the allegations and was acquitted. Whether the legal question was argued, or what direction the learned judge gave, does not appear from the newspaper report. If such facts as were alleged by the prosecution had been proved, we should see no reason why a conviction of manslaughter could not follow. If a person drives recklessly, that is an unlawful act, and it may produce serious injury. Suppose it were shown that one driver forced another into such a position that the second driver, even though exercising all possible care, ran into and killed someone. If a jury found that he so acted with indifference as to the consequences, and death resulted as the consequence, we think it might reasonably be held a sufficiently direct consequence of the unlawful act to constitute manslaughter. Of course, we are quoting only a hypothetical case, not criticising the acquittal in the actual instance reported.

Warranties.

THERE is no matter in regard to which an auctioneer should act with greater care and circumspection than in the giving of warranties—either by the direct instructions of the client for whom he is acting or by an incautious verbal statement made in the enthusiasm of selling for which he may not have that full authority which is essential.

The law in regard to warranties needs to be very clearly understood. A distinction is drawn between a "condition" and a "warranty"; the former may be said to be a statement or promise which is the basis of a contract of sale, and the latter an independent and subsidiary statement or promise. A condition, if broken, renders the contract entirely void; breach of warranty operates, not to discharge the contract, but to entitle the injured party to compensation. This is the accepted distinction, as applied generally to the law of sale, which may be emphasised by reference to the Sale of Goods Act, 1893. By s. 62 of that Act a warranty is defined to be as regards England and Wales an agreement "collateral to the main purpose of the contract of sale, the breach of which gives rise to a claim for damages, but not to a right to reject the goods and treat the contract as repudiated." But as regards Scotland, the Act provides that "a breach of warranty shall be deemed to be a failure to perform a material part of the contract."

Unfortunately the Act of 1893, whilst it defines a "warranty," makes no attempt to define a "condition." It leaves the matter open for distinction to be made upon the facts of each case as they appear, and in some parts it even appears to treat the two expressions as interchangeable. Section 11, sub-s. (1) (*b*), says:—

> "Whether a stipulation in a contract of sale is a condition, the breach of which may give rise to a right to treat the contract as repudiated, or a warranty, the breach of which may give rise to a claim for damages but not to a right to reject the goods, and treat the contract as repudiated, depends in each case on the construction of the contract. A stipulation may be a condition, though called a warranty in the contract."

Again, conditions and warranties must be distinguished from representations. Thus, in a horse deal, when a purchaser before buying a horse has a conversation with the seller, in the course of which the latter makes certain statements relative to the horse, it will depend upon the interpretation which can be put upon such statements subsequently whether they did or did not constitute a legal warranty. Warranty must be carefully distinguished from mere representation. The latter may be nothing more than an expression of opinion, or a "puffing" description; or it may amount to a warranty. Broadly speaking, it may be said that any positive statement amounting to a declaration of fact, made by a vendor at the time of selling a horse, will be held to be a warranty; on the contrary, an indefinite statement, involving a comparative opinion of present, or estimate of future value or possibilities, will not be so regarded. This definition is subject to the further distinction between qualified and unqualified warranties. A man who is selling a horse may say: "I believe him to be free from any defects—at least I do not know that he has any." This is a qualified warranty; if it can be shown subsequently that the horse has any defect which was known to the seller at the time of sale, an action will lie for breach of warranty. It is not absolutely necessary for the words "warrant" or "warranty" to be used in any case: it will always be a question of inference from the words used whether they amount to a legal warranty or not. Of course, if the word "warranty" or the words "I warrant" or "he is warranted" be used, there can be no question as to the giving of a legal warranty with its attendant consequences. Cases arise sometimes in which both representation and warranty are concerned. Thus, if a horse be sold as being six years old and sound, that would be merely a

representation as far as the age is concerned, but a warranty as regards the health. If, however, the description was "warranted only six years old and quite sound," it would be a warranty as to both statements. The facts alleged in a representation must be shown to be untrue within the knowledge of the person stating them in order to constitute a right of action; but a vendor is always liable on a warranty without reference to the state of his own knowledge regarding the facts alleged.

These questions become important when a purchaser claims to recover compensation from a seller in the case of defects which are disclosed after purchase. "Patent" defects are such as the buyer cannot overlook, e.g., that an animal is bow-legged; "latent" defects are such as a buyer could not discover for himself by a reasonable examination before purchasing, e.g., that the animal has a diseased heart. A warranty protects the purchaser in regard to latent defects; but it does not give him a cause of action for patent defects. A man must show reasonable intelligence or, in other words, must use such care as a man of ordinary business capacity would be expected to use, in making his bargain; and the Court will take this into consideration when deciding whether the defects complained of are patent or latent. The rule of *caveat emptor* applies in its fullest sense to a case in which the buyer had a full opportunity of seeing and examining an animal before purchase; the law assumes that a man who examines an animal upon his own responsibility and fails to notice an obvious defect has not shown ordinary care, and is thus precluded from compensation. It will rest with the plaintiff, therefore, in any particular case where this defence of incompetency is raised, to convince the Court that the defect was not "obvious."

The auctioneer must always most carefully guard himself against liability either to the principal for whom he is acting or to third parties. Such liability will often arise in respect of actual or implied warranties—and not infrequently when the name of the principal is undisclosed. There is a considerable amount of case law on this subject worthy of being kept in mind. Thus an auctioneer who puts up property for sale without reserve is warranting that it shall be so, and thus enters into a contract with the highest *bonâ fide* bidder who may bring an action against him if it subsequently transpires that the sale was not without reserve. In *Warlow* v. *Harrison* (1859), 29 L.J. Q.B., 14, an auctioneer had advertised a horse to be sold without reserve. The plaintiff was the highest *bonâ fide* bidder, but he was outbid by the owner of the horse, to whom the auctioneer knocked it down. Thereupon plaintiff claimed to be the owner of the horse, and the Court held that he was entitled to recover against the defendant auctioneer, inasmuch as he had made a contract which had been broken. In another case of a similar type, *Mainprice* v. *Westley* (1865), 34 L.J. Q.B. 229, the defendant, an auctioneer, issued handbills announcing a *peremptory* sale of certain premises by direction of the mortgagee "subject to such conditions as will then be declared; for further particulars apply to Mr. X, solicitor, or to the auctioneer.'' Mr. X in fact bought in the property. Upon action being brought by the bidder next below Mr. X against the auctioneer, the Court held that, although no contract had been proved here upon which the defendant could be sued personally, where an auctioneer, without disclosing his principal, advertises a sale without reserve, he personally contracts that it shall be such.

On the other hand, where there is a sale by auction subject to a reserve price, where the fact that a reserve price has been fixed is known to prospective buyers, the whole procedure of selling and knocking down is subject to a condition that the reserve price shall be reached. If the auctioneer in such circumstances knocks down the property or article to a bidder offering less than the reserve, that bidder has no right of action against the auctioneer subsequently in respect of any breach of warranty of authority to accept his bid: *MacManus* v. *Fortescue* [1907] 2 K.B. 1.

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VOLUNTARY INSURANCE EXPLAINED.

[CONTRIBUTED.]

A SUBJECT of great importance is that of social insurance, but particularly so is the National Health and Pensions Insurance (Contributory) Acts, which are practically worked in juxtaposition. A branch of same concerning which there is increasing interest particularly from the self-employed and employing class—and about which the ordinary individual possesses little knowledge is that styled "voluntary insurance." Trade associations and trader societies from time to time have approached successive Governments for inclusion of members as voluntary contributors—by the direct route irrespective of former occupation—such persons as employers and others who cannot qualify under the present provisions. Each Government in turn has signified its sympathy with such request if a scheme could be evolved, but nothing tangible has resulted. There are, however, many hundreds of thousands of persons who are already eligible and doubtless a very great number of those do not possess that knowledge of being qualified for inclusion. This class would comprise certain employers, self-employed, managers, heads of departments, and the like, persons with changed callings and raised salaries, taken out of the range of compulsory insurance. In this article an endeavour will be made to explain as clearly as possible the classes who can enter under old provisions and also the new provisions which are included in the 1929 Pensions Act, and regulations arising therefrom. At the outset, it should be stated that health insurance is self-supporting, and costs the State little beyond the percentage granted to each contribution, and considering that the State lays down the conditions of the scheme with insurance for most compulsory, such fairly involves a contribution from the State. It is, perhaps, known that the statutory benefits include cash sickness and disablement benefits, with medical and maternity benefits.

To secure proper benefits, a person should insure through an approved society. There is an alternative method, the deposit contributor section through the post offices, but in this contributions are based on the amount paid in. In connection with this, there has lately been added a fund which accepts persons unable to obtain admission into an approved society on account of illness, and the like. Approved societies are usually managed so economically that usually at the periodical valuations there is a disposable surplus which is distributed to its members in the way of additional benefits. There are seventeen of these and a society can select any of them. Usually most societies give as additional benefits, optical treatment and the provision of glasses, dental treatment and the provision of teeth, also increased cash benefits with others also. It should be noted that a "voluntary contributor" cannot subscribe for health or pensions alone, he must enter for both health insurance and pensions insurance, paying the combined contributions of employer and employee for both insurances. Thus a man pays 1s. 6d. weekly, and a woman 1s. 1d. weekly. Contributions cease at 65, and a married woman cannot enter voluntary insurance.

To be accepted as a voluntary contributor a person must first have been an employed contributor and insured for a period of 104 weeks or upwards from last entry into insurance, and on ceasing to be in compulsory insurance make application to continue as a voluntary contributor within a prescribed period, which depends upon each individual case. This usually works out on an average at twenty-one months from time of ceasing compulsory insurance. In certain cases some persons in some grades of "excepted" employments, and persons in possession of "exempt" certificates (e.g., persons with only employers share paid) may count such periods for reckoning the qualifying 104 weeks.

A voluntary contributor remains in same approved society as when an employed contributor.

If an uninsured man marries an insured woman who has paid in 104 contributions under the *Pensions* Acts, he is allowed to become a "voluntary contributor." But it should be noted that as the Pensions Act did not come into force until 4th January, 1926, the necessary contributions could not have been paid before 26th December, 1927; therefore, entitlement to voluntary insurance could not arise unless the marriage has taken place since the latter date. In these cases application must be made within twelve months of the marriage.

Alterations by Widows, Orphans and Old Age Pensions Act, 1929 (Contributory).

When the principal Pensions Act of 1925 came into force on 4th January, 1926, any person who had previously been insured for the prescribed number of weeks could apply for admission as a voluntary contributor, provided his application was put in within a given time. Some persons, however, could not then qualify for such, because at that date they were insured persons, but eventually fell out of employment before the necessary 104 contributions had been paid, so were disqualified from becoming voluntary contributors, the date for privileges in connexion with former insurance having passed.

In the new Act and regulations arising therefrom, a person who ceased insurable employment before 2nd January, 1927, but had not then been insured long enough to qualify, is now given a chance to do so.

He must at some time between 15th July, 1912, and 4th January, 1926, been continuously insured, whether as an employed or voluntary contributor, for a period of 104 weeks and have proof of 104 contributions actually paid. War service counts for this, if the person was entitled to be insured while so serving—depends on rank. His insurance under the preceding sentence must have lapsed before 4th January, 1926. He must have re-entered insurance as an employed contributor before 4th January, 1926, and have been still insured on that date. Fulfilment of these conditions will enable a person to enter voluntary insurance, provided he applies to an approved society or the appropriate insurance department on or before 31st December, 1930. A special form of application is required for this purpose, which may be obtained from approved societies or the Ministry of Health (Insurance Department).

Points to note.

If the income of a voluntary contributor from all sources exceeds £250 a year, medical benefit is not provided. In these cases contributions become 1s. 3d. for men and 10d. for women. This rate should not be paid, however, unless the approved society notifies the person concerned.

Voluntary contributors must pay or be deemed to have paid (sickness periods counting) forty-five contributions each year or lose entitlement to voluntary insurance.

For men at sixty, women at fifty-five, with ten years' continuous insurance, the number is only twenty-six.

It is allowable, however, during the period of grace—to 30th November each year—to make up to either forty-five (or twenty-six), as the case may be—or fifty, which carries full cash benefits—any arrears below the above numbers incurred in the contribution year ending June previous.

It should be noted that on ceasing to pay contributions, voluntary insurance continues for a period on average of twenty-one months from date of so ceasing, but health insurance cash benefits are decided according to arrears regulations. Some other benefits would remain, but as stated above, if forty-five (or twenty-six) contributions are not paid by 30th November, a person loses his right to pay voluntary contributions.

Pensions Benefits.

Widows' pensions are paid on proving that 104 weeks have elapsed and 104 contributions have been paid prior to the date of death. Where four years or more have elapsed, proof of an average of twenty-six in each of the three years prior to death is necessary. Most voluntary contributors, however, would easily qualify owing to the number of stamps required to keep in insurance.

Old age pensions are payable at sixty-five to an insured man, and to his wife also at sixty-five, but the man must reach sixty-five first. The conditions to be fulfilled are five years' continuous insurance, 104 contributions actually paid, and during the last three years of the five years an average of thirty-nine in each of the three years. If the age of sixty-five is attained before completion of the five years' period, then pension is paid at the end of that five years. It should be noted that an average of thirty-nine means as the instruction implies, not strictly thirty-nine each year, but an average of thirty-nine each year spread over the whole of the three years. The three years' average test, however, does not apply to persons insured for ten years on attaining the age of sixty.

It should be particularly noted that for old age pensions it is possible that if entry into voluntary insurance does not take place until over sixty-one, as contributions cease at sixty-five, a voluntary contributor may not be able to qualify for an old-age pension, through inability to fulfil the three years' average test, although he would be eligible for other benefits under the combined scheme.

It might be added that undoubtedly in time the classes eligible for voluntary insurance will be extended, particularly to employers, traders and the like wishful to enter who cannot fulfil these conditions, as all parties seem agreed on this point. The difficulty is to evolve a scheme actuarially sound.

Renewal of Practising Certificates.

QUESTIONS relating to the non-renewal of solicitors' practising certificates happily come before the courts comparatively infrequently. Section 22 of the Solicitors Act, 1860, provides for the renewal of the certificate every 16th November, a month's grace being given during which the certificate will be ante-dated to the 16th November, but if it is not renewed within the month then it is dated from the actual date on which it is renewed. Failure to renew may entail various undesirable consequences—The Law Society may prosecute; a fine of £10 may be imposed under s. 12 of the Attorneys and Solicitors Act, 1874; or, if the defaulting solicitor has conducted an action, he may be disallowed his costs. An illustration of proceedings taken by The Law Society occurred recently (6th November), when a solicitor pleaded guilty to two summonses for unlawfully and wilfully and falsely pretending to be a solicitor. For The Law Society it was stated that he had not taken out a certificate to practice since 1927, but had apparently appeared for the defence in a considerable number of cases, particularly relating to motoring offences. A fine of £5 in each case was imposed, including costs, the solicitor expressing great regret that "on account of business worries I omitted to take out the certificate." An instance of the non-renewal of a certificate affecting costs arose in March of last year in the case of *H. Burgess* v. *C. W. Slaney* (unreported). That was an appeal to a Divisional Court against a decision of the Brentford County Court judge in an action for damages against a solicitor in respect of alleged negligence in which he had appeared for the plaintiff. The County Court judge held, that there had been no negligence on the part of the defendant solicitor and gave judgment for him, with costs. The plaintiff's appeal was dismissed by the Divisional Court, but it was alleged by the plaintiff's counsel that the respondent solicitor was not entitled to any costs because at the material time he was incapable of appearing as solicitor for himself and briefing counsel, because he had neither renewed his practising certificate and paid his renewal fees, nor complied with Ord. 54, r. 7, by signing the roll

kept by the registrar of the court. On those grounds the Divisional Court deprived the solicitor of the costs of the appeal.

In another case (*In re Smith* (1863), 33 Beav. 248), a solicitor took out his certificate in April, 1861, but by a slip did not produce it to the registrar until August of the same year, months outside the period of one month required by s. 21 of 23 and 24 Vict., c. 127. The result was that he was technically unable to recover fees earned during that interval. To regularise the position an application was made to the then Master of the Rolls, who said that: "When there has been a mere slip, I generally relieve, without requiring the ordinary notice to be given to the Law Institution." The certificate was then ordered to take effect from the date it was stamped.

In the schedule to the Stamp Act, 1870, as amended by the Act of 1891, if a solicitor "practises or carries on his business" within ten miles of the General Post Office the stamp duty is £9 or £4 10s., according to his standing, and s. 59 of the same Act provides that every person who "directly or indirectly acts or practises in any court as an Attorney" without a duly stamped certificate, shall forfeit £50, and be incapable of maintaining any action for the recovery of any fee. An interesting case turning on the construction of the above statutory provisions resulted from the action of a Birmingham solicitor who attended a taxation at the Royal Courts in 1881 (*In re Horton*, 30 W.R. 102; 8 Q.B.D. 434). It was contended that with only a certificate for the country he had "practised" in London, and could not, therefore, recover his fees. FIELD, J., said that the words "acts or practises" taken together in s. 59, and the words "carries on his business" in the schedule, were apparently used as equivalent phrases. He did not think that the intention of the Legislature was to strike at one particular transaction within the ten-mile radius, but at the general carrying on of business and practising. CAVE, J., was of the same opinion, and thought that "practises or carries on his business" pointed to a series of acts and not to an isolated transaction. *Richards* v. *Bostock*, 31 T.L.R. 70 which came before ASTBURY, J. in 1914, is another instance of a solicitor with only a country certificate appearing professionally in London. Counsel for the plaintiff in that case had just concluded his opening speech when defendant's counsel objected that the plaintiff's solicitor was not in a position to instruct counsel because although he held only a country certificate his address on the writ was given as Lombard-street, E.C. After an adjournment, during which his lordship consulted the officials of The Law Society, he said that there was no precedent under which the question could be dealt with. He was satisfied that the solicitor was committing an offence which must be prevented, and he ordered the case to stand over so that the plaintiff could consult another solicitor or take such steps as he wished. His lordship refused to dismiss the action, on the suggestion of the defendant's counsel that the proceedings were void. Support for the obviously equitable view is to be found in the words of Vice-Chancellor WOOD in *Sparling* v. *Brereton*, 1866, L.R. 2 Eq. 64, where he says: "It would be most mischievous, indeed, if persons without any power of informing themselves on the subject should be held liable for the consequences of any irregularity in the qualification of their solicitor," and later he says: "I should be injuring both plaintiffs and defendants if I were to hold that the absence of a certificate had the effect of invalidating all proceedings taken in the suit."

The Master of the Rolls only has the power to order The Law Society to grant a certificate for the current year to a solicitor who has neglected for a whole year to renew his certificate.

Mr. William Simpson, of Canema, Bo'ness Road, Grangemouth, solicitor and bank agent, of Union Bank Chambers, Charing Cross, Grangemouth, left personal estate in Great Britain of the total value of £19,538.

Company Law and Practice.

LII.

EXERCISE OF VOTING RIGHTS.—II.

LAST week there were indicated in this column some of the ways in which it may happen that a shareholder is not entitled to exercise his power of voting absolutely freely; but, as a general rule, a shareholder may do as he pleases when he has an opportunity of voting in general meeting of the company.

His power of voting is a right of property. "In all cases of this kind," says JESSEL, M.R. in *Pender* v. *Lushington*, 6 Ch. D. 70, at p. 75, "where men exercise their rights of property, they exercise their rights from some motive adequate or inadequate, and I have always considered the law to be that those who have the rights of property are entitled to exercise them, whatever their motives may be for such exercise—that is as regards a court of law as distinguished from a court of morality or conscience, if such a court exists." Sir GEORGE JESSEL then proceeds to quote, from the judgment of MELLISH, L.J., in *Menier* v. *Hooper's Telegraph Works*, 9 Ch. App. 350, at p. 354, the following passage: "I am of opinion that, although it may be quite true that the shareholders of a company may vote as they please, and for the purpose of their own interests, yet that the majority of shareholders cannot sell the assets of the company and keep the consideration." The implications of the last phrase will be dealt with later, but the passage was quoted by Sir GEORGE JESSEL for the effect of the rest of the passage, and not for the last phrase.

Sir GEORGE JESSEL goes on: "In other words, he admits that a man may be actuated in giving his vote by interests entirely adverse to the interests of the company as a whole. He may think it more for his particular interest that a certain course may be taken which may be in the opinion of others very adverse to the interests of the company as a whole, but he cannot be restrained from giving his vote in what way he pleases because he is influenced by that motive. There is, if I may say so, no obligation on a shareholder of a company to give his vote merely with a view to what other persons may consider the interests of the company at large. He has a right, if he thinks fit, to give his vote from motives or promptings of what he considers his own individual interest."

It must be borne in mind, however, that the above rule applies only to voting at meetings of the company, as opposed to meetings of classes of members of the company, or of classes of other kinds, such as debenture-holders (the question of voting at class meetings will be discussed later), and that it is also subject to one very important restriction, namely, that the majority cannot use their voting power to oppress the minority, or indeed in any other way which the courts look upon as fraudulent.

The decision which is the fount of this restriction is that of *Menier* v. *Hooper's Telegraph Works*, referred to above. The facts of the case need not trouble us here, for the passage from the judgment of MELLISH, L.J., set out above, and the quotation from the judgment of JAMES, L.J., which follows, show clearly all we need to know. "The minority of the shareholders say, in effect, that the majority has divided the assets of the company, more or less, between themselves, to the exclusion of the minority. I think it would be a shocking thing if that could be done, because if so, the majority might divide the whole assets of the company, and pass a resolution that everything must be given to them, and that the minority should have nothing to do with it."

This case was approved and followed in *Cook* v. *Deeks* [1916] 1 A.C. 554. So far as material for the purposes of this article, the facts were that three out of four directors of a company held the benefit of a contract as trustees for the company. A meeting of the company was held, and it was there declared (by reason of the voting power of the three directors in

question) that the company had no interest in the contract; the result of this was, or would have been but for the decision of the Judicial Committee, that these three directors would have taken the benefit of the contract. It was held that the directors could not exercise their voting power in this way, as being an oppression of the minority by the majority.

The cases of *North West Transportation Co.* v. *Beatty*, 12 A.C. 589, referred to last week, and *Burland* v. *Earle* [1902] A.C. 83, were distinguished as being cases where directors were selling their own property to the company, and not, as in *Cook* v. *Deeks*, where it was the property of the company which was being given to the directors. It is unfortunate that the case of *Jacobus Marler Estates* v. *Marler*, in which, according to the judgment of the Judicial Committee in *Cook* v. *Deeks*, this distinction was clearly explained, has not been reported, for the distinction leaves at least one person in somewhat of a fog. The difference between the two sets of circumstances is, of course, simple enough to understand, but what the writer fails properly to appreciate is why the two sets of circumstances should lead to different results: perhaps some reader can shed some light on this. It seems that it is possible to reconcile these two lines of decision by saying that it is a general principle (and, indeed, it is so laid down in *Menier's Case*, *supra*) thta the majority may not use their votes in such a way as to oppress the minority, and that each case of this kind is purely a question of degree, in which it is necessary to decide whether the contemplated act is in fact an act of oppression or not.

(*To be continued.*)

A Conveyancer's Diary.

What are "Usual" Covenants in a Lease?

A case of exceptional interest with reference to contracts for the sale of leaseholds is *Flexman* v. *Corbett* [1930] 1 Ch. 672. I have often had it in mind to mention this case and deal with the several points which were raised in it, but somehow the opportunity to do so has slipped by until the decision is nearly a year old, although the full report did not appear until the June number of the Law Reports.

By an agreement in the form of a letter, dated in 1928, the defendant agreed to purchase from the plaintiff for £800 a leasehold house for the residue of the term of ninety-four years from June, 1849, comprised in a lease dated in that year. The letter stated that the defendant understood the ground floor and basement to be let to a tenant holding over as a yearly tenant at a rent of £60 a year, and it fixed 25th March, 1929, as the date for completion. The plaintiff signed an acknowledgment agreeing to the terms stated in the letter. In the lease of 1849 were lessee's covenants to do outside painting, to deliver up, to keep in repair, to insure, to produce assignments, not to allow building without the lessor's consent, and not to carry on offensive trades or do "any . . . thing which may be to the annoyance, damage or inconvenience of the occupiers of the neighbouring premises," and there was a proviso for re-entry on non-payment of the rent or on non-performance of any of the covenants in the lease. The abstract was sent to the defendant's solicitors on 15th January, 1929, the defendant meanwhile, to the plaintiff's knowledge, negotiating for the purchase of the freehold. On 4th March, the defendant's solicitors wrote to the plaintiff's solicitors that the defendant would not buy the house unless the tenant (who was in arrear with the rent and was not, as it was alleged the plaintiff had represented her to be, a desirable tenant) was bought out, the tenant apparently claiming to be a "statutory tenant." The defendant's solicitors also raised the point that there was no binding contract because the lease of 1849 had not been produced to the defendant, who had had no opportunity of inspecting it.

In an action for specific performance by the vendor Maugham, J., held—

(1) That the question whether covenants in a lease are "usual covenants" is in each case a question of fact for the court to decide upon the evidence.

(ii) That a covenant to do nothing to the "inconvenience of occupiers of neighbouring premises" is usual only in leases of properties on large estates and in a lease of one house is unusual and onerous.

(iii) That the proviso for re-entry on breach of any of the covenants in the lease must be held on the authorities and on the evidence to be an unusual and onerous provision.

(iv) That in the circumstances the defendant's right to object to the lease as containing unusual and onerous covenants had not been waived.

It will be seen that there are several matters of interest involved in this case. I am, however, really only concerned with two.

The first point is that in a sale of leaseholds it is, from the point of view of the vendor, essential that the purchaser should be given an opportunity of inspecting the lease. Of course, in a sale by auction this is always provided for, but in an open contract, whether by correspondence or otherwise, it generally is not. The second and much more interesting point is what at the present time are considered to be "usual" covenants or provisions in a lease, a question which not only affects contracts for sale of leaseholds, but also arises in contracts to grant a lease.

With regard to the first point, it is, of course, well settled that a purchaser of leaseholds can refuse to complete if the lease is found to contain covenants or provisions of a more stringent or onerous nature than are usual in leases of the class of property agreed to be sold. In formal contracts and in conditions of sale by auction the purchaser is generally saddled with notice of the contents of the lease by offering the purchaser an opportunity of inspecting it and providing that he shall be deemed to have notice of the contents, whether he take advantage of that opportunity or not. If no opportunity of inspection of the lease is offered, the purchaser will not be bound if the lease contains covenants which are not usual having regard to the nature and situation of the property. This forms an exception to the general rule that notice of a document is notice of its contents, for, as between vendor and purchaser, it is the duty of the former to draw attention to any unusual burden of that kind, and unless he does so the purchaser is entitled to assume that the lease contains only the usual provisions (*Reeve* v. *Berridge* (1888), 20 Q.B.D. 523). And it has been held that the same duty is cast upon the vendor even where the contract provides that the purchaser is to accept the vendor's title (*Re Haldicke and Lipski's Contract* [1901] 2 Ch. 667).

This brings us to the second question, namely, what are usual covenants.

The leading case on this subject is *Hampshire* v. *Wickens* (1878), 7 Ch. D. 55.

In that case there was an agreement to accept a lease of a house in London "to contain all usual covenants and provisos." The lease offered contained a covenant not to assign without the consent of the lessor, and it was held that such a covenant was not a "usual covenant." In the course of his judgment Jessel, M.R., said: "Usual covenants may vary in different generations. The law declares what are usual covenants according to the then knowledge of mankind . . . Now what is well known at one time may not be well known at another time, so you cannot say that usual covenants never change." His lordship then quoted, with approval, a passage from "Davidson's Precedents in Conveyancing," in which it was stated that the only usual covenants in a lease of a dwelling-house were (1) to pay rent; (2) to pay taxes except such as are expressly payable by the landlord; (3) to keep and deliver

up the premises in repair; and (4) to allow the lessor to enter and view the state of repair.

Although Jessel, M.R., quite distinctly said that what were usual covenants at one time might not be so at another, it has, since the decision in that case, been generally assumed that the only usual covenants in a lease of a dwelling-house were those mentioned in that case. At any rate, it has been considered unsafe to assume that any other covenants would be considered "usual." It is clear, however, that it was not intended to lay down a rule that other covenants might not be "usual." It is a question of fact to be determined in each case.

In *Allen* v. *Smith* [1924] 2 Ch. 309, Eve, J., had before him a covenant that the lessee would pay the solicitors' and surveyors' charges of or incidental to the preparation and service of a notice under s. 14 of the Conveyancing Act, 1881, requiring the lessee to remedy a breach of covenant. His lordship said: "I am not prepared to say that in the case of property of a nature likely to call for considerable repairs and held for comparatively short terms, such a clause might not be regarded as a reasonable one to be insisted upon by the lessor and in such circumstances be regarded as an ordinary one; but in my opinion a very different state of things exist when a new house is being let for a term of ninety-nine years at a moderate ground rent," and the learned judge held that the covenant in question was onerous and unusual.

I must leave the further discussion of this subject to another week.

Landlord and Tenant Notebook.

Suspension of Right to Enforce Covenant.

In last week's issue. I discussed the release of covenants occasioned by acquiescence in their breach. It sometimes happens that the covenantee, while not inactive, so conducts himself that it would be inequitable to hold the covenantor liable until he has had further opportunity of fulfilling his obligations. The doctrine of acquiescence has been described as an application of the maxim "*Vigilantibus, non dormientibus, leges subveniunt*"; cases in which rights are suspended might be said to be those in which the covenantee has slept with one eye open and then catches the covenantor napping.

As most of the illustrations are provided by forfeiture cases, it is essential to note that the *ratio decidendi* was that the plaintiff's rights were suspended; the basis of the decision in the tenant's favour being thus that the right of re-entry had not accrued, not that he was entitled to relief.

The best example of the principle is the case of *Hughes* v. *Metropolitan Railway Co.* (1877), 2 A.C. 439. The company held under a lease containing an ordinary covenant and a covenant to repair within six months of notice given by the landlord, who had a right to enter and survey. A notice under the second-mentioned covenant was served in October, 1874; the tenants acknowledged and promised to comply with it, at the same time suggesting a surrender of the remaining years of the term. Bargaining then commenced, during which the notice and the state of repair were, it is true, referred to, but mainly as factors affecting value. At the end of December the negotiations ceased, and nothing of importance happened till April, when the company intimated that they were about to proceed with the repairs. The notice expired three days later, and a week after that the lessor issued a writ of ejectment. At first instance he succeeded, and a motion to set aside the verdict was refused; but in the Court of Appeal the judgment was reversed. James, L.J., said that the landlord had intentionally lulled the defendants to sleep until it was too late to do the repairs. The House of Lords judgments agree that this finding went too far, and there was no evidence of the intention referred to, but the reversal is approved on grounds which require no evidence of *mala fides*: as long as the negotiations lasted, i.e., till the end of December, the notice was suspended, and the six months ran from then.

Two older cases turning on questions arising out of leases with two repairing covenants—one to keep in repair, the other to carry out repairs on notice—can usefully be set side by side; apart from the fact that they were decided at about the same time, the one illustrates the principle and the other its limits. In *Doe d. Rankin* v. *Brindley* (1832), 4 B. & A. 84, the writ of ejectment, issued in June, referred to breach of the covenant to keep in repair. The tenant then showed that in January he had been given notice to repair within three months as provided by the other covenant; that the landlord had then issued a writ of ejectment based on forfeiture for failure to fence and failure to insure; that the action had been tried in March and settled by a consent order, under which the tenant undertook to repair by June. The effect of this, it was held, was to postpone the right till June, but no longer. But in *Doe d. de Rutzen* (*Baron and Baroness*) v. *Lewis* (1836), 5 Ad. and El. 277, the second covenant was more elaborate, giving the landlords the right to do the repairs themselves after the specified time, and charge the tenant. A somewhat vague notice, not specifying the defects as clearly as the covenant seemed to require, not having been complied with, the landlords intimated that they would do the repairs themselves. Lengthy negotiations on a question of re-building part of the premises followed, terminating when the lessors gave the tenant an ultimatum to be accepted in three days. It was not accepted, and a writ of ejectment was issued. It was held that the serving of the original notice was inconsistent with insisting on a forfeiture; and that the landlords, by taking upon themselves to repair, had put the tenant in a situation in which he would not be justified in repairing himself. The giving of the option differentiated the facts of this case from those of *Doe d. Rankin* v. *Brindley*.

Another instructive case, in which the point arose indirectly, was *Birmingham & District Land Co.* v. *L.N.W.R. Co.* (1888), 40 Ch. D. 268, C.A. The matter arose out of the compulsory acquisition of land, the issue raised being whether the plaintiff company had any interest. They had been parties to a building agreement under which they were to have leases of the houses when completed; on their failing to complete within the agreed time, the owner was entitled to re-enter. Soon after the agreement had commenced to run, the intentions of the railway company become known, and the intending lessor's agent said, in effect: "Stop the building operations till it is seen what becomes of the railway scheme." The plaintiffs had pointed out that a different type of house would be desirable if the scheme went through; but there was no contract varying the building agreement. The court held that what had taken place would have prevented ejectment until a further reasonable time had been given; the owner had so conducted himself as to enlarge the time for doing what had been agreed to be done by a particular date. The intending tenants had been led to suppose that the strict rights would not be enforced or would be held in suspense or in abeyance.

HOME OFFICE AND A POLICE COLLEGE.

Sir John Anderson, Permanent Under-Secretary to the Home Office, who, with other representatives of his Department visited Bristol recently and took part in the opening of the new police and fire station, erected at a cost of approximately £130,000, said the Home Office was seriously concerned with the quality of police work throughout the country. Bristol had equipped its police with conspicuous success, and had put into effect some of the very latest ideas in regard to police work. At the Home Office they were keen on the idea of establishing a police college for the whole country with a view to police units in different parts getting the benefits and advantages of a central institution while maintaining their autonomy. He hoped local authorities would consider the idea.

Our County Court Letter.

HUSBAND'S LIABILITY FOR WIFE'S DEBTS.

THE difficulty of establishing the above has been illustrated in three recent cases. In *Wallace King Limited* v. *Catchpole*, at Diss County Court, a husband and wife were sued for £6 14s., as the balance due for goods supplied. The plaintiffs' case was that (1) the wife had bought goods to the value of £7 4s.; (2) although she only paid 10s. on account, this was a cash transaction, no arrangements being made for deferred payments; (3) the husband was waiting outside in a car, and the wife took away an eiderdown, the other goods being delivered later. The wife's evidence, however, was that (1) she had not been accompanied by her husband, as she drove the car herself; (2) the 10s. was not paid at the time, but a few days later, as shown by the receipt produced; (3) the plaintiffs' manageress was told that the husband was not to know of the transaction, which was to be settled out of the housekeeping money. The husband confirmed that he was not present when the eiderdown was bought, and stated that in August, 1929, when settling a small account, there had been an offer of a sideboard on the instalment plan, but he had then made it clear that no account was to be opened with his wife, who had an adequate allowance. His Honour Judge Herbert Smith preferred the defendants' evidence to that of the manageress, and held that the payment of the small account was not an admission of liability by the husband. In view of the allowance, the claim failed against the husband, and judgment was given against the wife, with costs. See *Jolly* v. *Rees* (1864) 15 C.B. (N.S.) 628.

In *Cleary* v. *Lennox*, at Westminster County Court, the claim was against a husband and wife for £35 as the price of dresses, and His Honour Judge Turner non-suited the plaintiff on the ground that the husband was not liable. The Divisional Court ordered a new trial, in view of the presumption that a husband is liable for the supply of clothing, unless there is a rebuttal by evidence. His Honour Judge Turner subsequently gave judgment for the husband, and adjourned the case as against the wife, but the plaintiff appealed on the ground that the husband was not excluded from the transaction, and that the wife had pledged his credit. The evidence was that the wife had authority to draw cheques, not exceeding £5 each, upon her husband's account, but there was no limit to the number of cheques, and the plaintiff's contention was that the wife therefore had no definite allowance, but could pledge her husband's credit as his agent in the purchase of necessaries. The defence was that, as the plaintiff had not ascertained whether the wife had authority to pledge the husband's credit, there was no remedy against him for non-payment of the account. The Divisional Court (Mr. Justice Swift and Mr. Justice Acton) dissented from the last proposition, which would render business impossible, but they held that there was evidence *aliunde* that credit was given to the wife to the exclusion of the husband, and the appeal was therefore dismissed.

In *Barelli* v. *Adare*, also at Westminster County Court, the claim was for £15 as the price of a Persian lamb collar and cuffs supplied to the defendant's wife. The latter admitted the debt, and her evidence for the plaintiff was that, although she was receiving £1,200 a year under her marriage settlement, she owed about £5,000 to dressmakers. The plaintiff therefore contended that the allowance was insufficient for the wife's position, and that the goods in question were necessaries, but the defendant's case was that (although he was living apart from his wife) she had an adequate allowance, and was not authorised to pledge his credit—as stated in a newspaper advertisement in August, 1928. His Honour Judge Turner held that the above goods were not necessaries, and judgment was therefore given for the defendant, with costs. Compare *Morel* v. *Earl of Westmorland* [1904] A.C. 11, and the two following County Court Letters: "Married Women's Liability on Contracts," in our issue of the 25th January, 1930 (74 SOL. J. 55) and "The Pledging of Quasi-Matrimonial Credit," in our issue of the 15th March, 1930 (74 SOL. J. 166).

Practice Notes.

THE OWNERSHIP OF DOG RACING PRIZES.

THE question of whether a greyhound's winnings belong to its owner or to the management of the race track, arose in the recent case of *Bainbridge* v. *French and another* at Middlesbrough County Court. The plaintiff, having made a hobby of dog breeding, had agreed to his puppy ("Frimp") being tried out by the defendant, who was managing director of a greyhound race track. It was alleged that, without the plaintiff's knowledge, "Frimp" had been registered in the stud book in the name of the defendant's wife (the co-defendant) and had won numerous prizes. A request for the return of the dog had been refused, on the ground that it was a security for a loan, and a previous action had been settled on the terms that the defendant would return the dog on repayment of £25 10s. owing by the plaintiff. Instead of carrying out this arrangement, the plaintiff had started fresh proceedings for the recovery of £100, being the amount of the dog's winnings due to himself as owner. The defendant's case was that (*a*) the puppy (being then one of many, and also untrained and an unknown quantity) had been taken as a gift in settlement of a debt of £2; (*b*) alternatively it had been taken on the usual terms, viz., to be trained and maintained by the management, who were to pay its entrance fees but could keep its prizes, if any. It was explained that the owners had the advantage of a free pass, and also took pleasure in seeing their dogs win, without regard to the actual prize money. His Honour Judge Richardson observed that the transactions had been unbusinesslike, and the plaintiff (in order to maintain his dogs) had had to borrow from the defendant. The puppy in question had thus been given as a gift in discharge of some loan, and the plaintiff's dissatisfaction with the arrangement only dated from the discovery that the dog was a winner. In any other event the claim would not have arisen, and the plaintiff had not exercised his right to recover the dog on the terms agreed in the previous case. The defendant was thus entitled to retain the dog's prize money, and judgment was given in his favour, with the costs of both actions.

ADDED RISKS IN COAL MINES.

IN *Taylor* v. *Cannop Coal Company Limited*, recently heard at Monmouth County Court, the applicant had been walking along a dipple, or underground roadway, while going from his working place to the bottom of the shaft before entering the cage. In so doing he had been struck in the back by a journey of trams, and had sustained permanent incapacity, but the respondents contended that the accident did not arise out of or in the course of the employment. The applicant admitted that a notice stated, "No unauthorised men are allowed to travel this dipple," and that a colliery official had pointed out that he would be prosecuted if the applicant were killed there. On the other hand about thirty-six men had used the dipple, as the authorised route was too narrow, and muddy, but the noise of electric pumps had prevented the applicant from hearing the trucks. The respondents denied that there was any connivance at the use of the dipple, their evidence being that no one was allowed on a haulage road during working hours. His Honour Judge Thomas observed that the manager's evidence was confirmed by the witnesses for the applicant, as the men had been warned that their breach of regulations might involve a prosecution for the manager and no compensation for the injured. Judgment was therefore given for the respondents, with

costs. Compare *Edwards* v. *Gwauncaegurwen Colliery Company Limited* (1928) 20 B.W.C.C. 75 and *Williams* v. *Cleeves Western Valleys Anthracite Collieries Limited* (1925) 17 B.W.C.C. 97.

In Lighter Vein.

THE WEEK'S ANNIVERSARY.

On the 20th November, 1591, Sir Christopher Hatton, Lord Chancellor of England, died, tended by the Queen, whose neglect and harshness had broken his heart.

For many years, Elizabeth had admitted him to the highest favour and the utmost intimacy. She had lent him over £40,000 to pay his debts. She had bullied the Bishop of Ely out of his London palace for his sake. She had placed him, a man of no legal experience, in the highest judicial office.

The intelligence and industry with which he justified her choice did not, however, avert the decline of his credit at court, undermined by the advent of younger rivals for the royal favour—Essex, Raleigh and Charles Blount. The Queen began to neglect and slight her old favourite. Harsher still, she demanded payment of his debts to her.

In Trinity Term, 1591, his gaiety and good looks were observed to have declined. In Michaelmas Term, he took to his bed.

Too late, his sovereign repented of her cruelty. She visited him where he lay at Ely House in Holborn, staying the night and making him cordial broths with her own hands. But he said: "All will not do. No pulleys will draw up a heart once cast down, though a queen herself should set her hand thereunto."

So died a brilliant Chancellor, a wit by nature, a courtier by calling and a lawyer by his industry and intelligence.

ARMS AND THE LAW.

Recently a firm which spontaneously adopted the Royal Arms for the honour and advancement of its corn business received the check of a perpetual injunction from Bennett, J., at the suit of the Royal Warrant Holders' Association.

But where was the College of Arms, whose privilege it is to keep the pure stream of true heraldry within its proper channel? Smaller sins against their art used formerly to bring the Kings-at-Arms into the lists of the courts of law.

Take the case of the painter who at the Stafford Assizes in 1667 lost £20 in damages at the suit of Norroy King-at-Arms. The defendant has violated a heraldic privilege in "marshalling the funeral of Sir Ralph Ashton and hanging up his achievements."

I like to believe that the modern undertaker owes his immunity from such actions only to the decay of funeral pomps and that a writ would reward any unauthorised person who, like the Stafford painter, meddled with "achievements" at a burial.

JURORS WANTED.

This term, two jurors, having presumably strayed in the labyrinths of the Royal Courts of Justice, found a fine awaiting them on their late return to the box. Not long ago, Horridge, J., imposed two fines of £5 (which he subsequently remitted) in similar circumstances. On this occasion, Talbot, J., felt that justice would be satisfied with £1 from each defaulter.

Gould, J., once had to deal with a juror's gallant attempt to reconcile his duty to the court and his desire to be elsewhere. While trying a case at York the judge noticed, after a two hours' hearing, that there were only eleven men in the box. To his inquiry as to where was the twelfth, the foreman replied: "Please you, my lord, he has gone about some other business, but has left his verdict with me."

Alice in Police Court Land.

Being a jumble of things that have happened, a little exaggerated in the telling.

VI.

The Three Umbrella Trick.

Constable C.2 All was never tired of pointing out celebrities to Alice.

"That's Sir B. Y. Order, the public prosecutor," he said to Alice. "He's a very stern man. He and his brother, Mr. Diss Order, are at daggers drawn, though folks do say that it's their very nearness to one another that leads to the trouble. You see, he's always trying to keep his brother down, and that's what provokes him."

"Of course, you've seen his name signed to warnings all over the country," went on the bear. "'Trespassers will be prosecuted, B. Y. Order.' That's him, that is. And his brother's always pulling down the notice boards and running on about 'rights of way' and 'common lands,' and talking about Magnum Charter and Billy Wrights, whoever they are."

"But father said you can't be prosecuted for trespass unless it's on a railway," said Alice decidedly. Although she was now quite advanced, Alice still had a great opinion of her father's widsom.

"Ho! can't you," said C.2 All. "You don't suppose we're silly enough to charge trespass, do you? We always prove wilful damage, or that the fellow was after the game. Besides, the keepers treads on their heels, and then there's an assault. Don't you trespass too hopefully, young lady, or you'll find yourself in the wrong box," nodding towards the dock.

Here counsel sitting next to Sir B. Y. Order rose to address the bench: Lord Lyon, Mr. Madden, the hatter, and the White Knight.

"The prisoner, my lord," he began.

The prisoner was a little old lady with a very pale and earnest face, wearing, of all things, a bonnet. She looked up with quite a pleased look, but rather tired eyes.

"The prisoner, my lord, is a woman of some position. She is charged with stealing an umbrella, the property of a person unknown. A witness, whom I will call before you"—here the learned gentleman sucked a non-existent brandy-ball, twice—"will prove that the accused, who had then two umbrellas hanging on her arm, came up to her and said, 'Excuse me, but you have my umbrella, I think.'"

"The witness"—three audible sucks at the brandy-ball—"the witness will tell you that she had her own umbrella, and indignantly refused to give it up to the prisoner."

"Later"—suck—"she saw"—suck—"the prisoner"—two sucks—"in a public conveyance, an ah! omnibus, one of the General Omnibus Company's omnibuses to be exact. The police officer in the case can tell you the number if necessary. The witness"—suck—"was sitting"—two sucks—"on the first seat on the left as you enter the 'bus." Here the learned gentleman turned and whispered with Sir B. Y. Order. "Yes, yes"—suck twice—"she was sitting next to the gangway."

"I should explain, your worships, that the witness is the wife of a very eminent architect, the mother of three children. She will be able to give the court their names and ages if the court desires. The eldest, I understand, is at one of our ancient foundations preparing, I hope, for a distinguished career." (Here the brandy-ball was too rapidly sucked for Alice to keep count, and Mr. Madden fidgeted in his chair.) "As a matter of, ah! interest to your lordship, I may say he designed that wonderful building, the 'Palladidleum.'"

"It doesn't interest us in the least," broke out Mr. Madden. There was a shocked silence, during which learned counsel appeared to swallow his brandy-ball whole. It made him very red in the face.

He recovered himself with a strong effort, "looking," whispered Alice to C.2 All, "for all the world like a turkey cock when a bad boy has pulled his tail." Said he, slowly emphasising each word, "If the court does not wish to hear my opening statement I will proceed to call the evidence, and I hope" (looking very severely at Mr. Madden) "the court will be able to follow it without the humble assistance I was about to give it."

He looked at Lord Lyon and paused, but the old lion was too cunning to give him any encouragement to further rambling. "Ain't he a rare 'un for artfulness," whispered C.2 All admiringly to Alice.

Well, they called the witness, and she said what counsel had said she would say, and a great deal more which no one could stop her saying. But out of it all emerged the fact that the old lady got into the 'bus with *three* umbrellas on her arm, and the witness said to her, "You've had a very successful day, but you didn't get *mine*," and that she, the witness, had called the conductor's attention to the "wicked old thing."

"You mustn't call the witness names," said the White Knight gently.

"No, that's for us to do," added Lord Lyon, thinking of the way he liked to rrrroll "incorrrrigible rrrrogue" over his tongue.

Then the conductor came and was conducted by counsel who was conducting the prosecution through a very detailed account of his conduct "on the day in question." He said a great deal about an "elderly female," and the last question of all put by counsel was, "And I suppose the prisoner was the elderly female, was she not?" Of course, the conductor said, "Yes." He was then commended for his conduct and was conducted out of the court without a strain on his memory.

Then a constable, whose name Alice caught as "Catchem-aliveoh," but it couldn't have been that, said he arrested the prisoner, and "she made a long rambling statement," by which he meant he had not been intelligent enough to follow it.

The chairman, who detested the prosecuting counsel and didn't like Sir B. Y. Order, gave the old lady an unusually good opportunity of making her defence.

It was very simple. She said she had gone into a shop with an umbrella, and laid it down and forgotten it. She called a shop assistant who proved the old lady had reported the loss and that later the umbrella had been found and handed to her.

The old lady further said that as she was going out into the rain, umbrellaless, she met her sister, who, having a saloon car to go home in, insisted on lending the old lady her umbrella. "That," said the old lady, "made one."

She said she then thought, well, in any case she'd need an umbrella for herself and had better buy one. She called the assistant who served her. "That made two," said the old lady.

She added that the assistant to whom she had reported her loss then came up with her own old umbrella. The assistant had already proved this. "That made three," said the old lady.

Here counsel tried to make another speech, pointing out that, however that might all be, the prisoner had tried to get a fourth umbrella from the architect of the 'Palladidleum's' wife. Lord Lyon shut him up, and the Secretary bird made strange noises in his throat.

"But no one," said Lord Lyon solemnly, "has any right to be so much the victim of circumstances as you, so I shall bind you over to be of good behaviour for six months."

"In the sum of twopence halfpenny, own recognisance free," added the hatter triumphantly.

AMENDED ADMIRALTY SHORT CAUSE RULES.

Lord Merrivale, the President of the Probate, Divorce, and Admiralty Division, has, until further order, assigned to Mr. Justice Langton the business arising under the Amended Short Cause Rules (Admiralty). The text of these rules was published in our issue of the 25th October (74 SOL. J., 704).

Reviews.

Palmer's Company Law. A Practical Book for Lawyers and Business Men, with an Appendix containing the Companies Act, 1929, and the Companies (Winding-up) Rules, 1929. Fourteenth Edition. By ALFRED F. TOPHAM, K.C., LL.M., and A. M. R. TOPHAM, B.A., Barrister-at-Law. 1930. Medium 8vo. pp. clxxiv and (with Index) 768. Stevens and Sons Limited. 25s. net.

Good wine needs no bush; in other words, commendation of "Palmer's Company Law" is almost a work of supererogation in view of its intrinsic merits. It was written by that great master of the subject, the late Sir Francis Palmer, and the fact that since 1898, when it was originally published, it has run into fourteen editions, two of which had to be reprinted, and the further fact that since the author's lamented death the work has been in the hands of Mr. A. F. Topham, K.C., and Mr. A. M. R. Topham, testify to its utility to and popularity with the profession. In one of the earlier editions—and the observation is still true—the author insisted upon the fact that the statutes alone afford a very inadequate view of the law regulating companies incorporated thereunder, but he proceeded to say that the Acts plus the decisions constitute a great and admirable system of company law, built up and illuminated by the genius of a host of great lawyers, among whom, although he was too modest to say so, he himself fell to be included as one of the most distinguished. By his commentary the dry bones of the sections were clothed with a ready intelligibility, and to every aspect of the subject he devoted himself with characteristic thoroughness. Incidentally this is well illustrated by his interesting note on the subject of directors' remuneration, and particularly the question whether that is apportionable even in the absence of express words sanctioning it. The subject has given rise to much debate, and on it the courts in several instances appear to have been led astray owing to the fact that in the earliest case: *Swabey* v. *Port Darwin Gold Mining Co.*, reported only in 1 Megone 385, it was stated that the directors' remuneration was "at the rate of" so much per annum. By reference to the clause in the articles at Somerset House it was found that the words quoted did not appear in the articles, and consequently it was obvious that the later cases which followed *Swabey* were decided under a misapprehension. We agree that the question calls for reconsideration, and further, we agree with the view expressed that it is not easy to see why the Apportionment Act, 1870, does not apply in all cases. McCardie, J., thought it did in giving judgment in *Moriarty* v. *Regent's Garage &c. Co.* [1921] 1 K.B. 423, but the point is still open, for in that case the Court of Appeal took the view that, not having been taken in the County Court, it could not be raised on appeal: see [1921] 2 K.B. 766. As to the editors' work in this new edition, it is sufficient to say that it appears to have been performed with that meticulous accuracy which was the mark of earlier issues. All the latest decisions available at the time of going to press have been incorporated, and to the text of the Act in the appendix have been usefully added in the marginal notes references to the pages where the more important sections are dealt with. The volume ought to be within easy reach of everyone concerned with companies and their management. To them it will prove a guide, philosopher and friend.

Books Received.

The Canons of International Law. T. BATY, D.C.L., LL.D., Barrister-at-Law, Associate of The Institute of International Law. 1930. Demy 8vo. pp. xii and (with Index) 513. London: John Murray. 21s. net.

Of Immortality and other Thoughts. By The Right Honourable Lord WRENBURY, P.C. Crown 8vo. pp. 86. 1930. London: John Murray. 3s. 6d. net.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Damage by Overtaking Car.

Q. 2062. A is driving his motor car along the public highway on his proper side of the road. On approaching cross-roads and when about twenty yards therefrom, A sees coming in the opposite direction and towards him an omnibus. The 'bus driver gives a hand signal that he intends to take a right-hand turn into one of the side roads. A thereupon slows down his car, and when he arrives at the junction of the cross-roads stops his car to allow the 'bus to cross over in front. Several seconds after stopping A's car is bumped into by a car following from behind, considerable damage being done to the car. B, the driver of the car behind, admitted in a written statement to the police that he was following A's car at a distance of twenty yards and that he could not pull up in time to stop colliding with A's car. A did not give any signal that he intended to stop. This was not necessary as A had slowed down for several yards before finally stopping, and the reason for stopping was obvious to any vehicle travelling in the opposite direction to the 'bus. Is B liable for the damage done to A's car?

A. The above facts disclose clear evidence of negligence by B, who is therefore liable for the damage done to A's car.

Grounds for Divorce in Scotland.

Q. 2063. I shall be very much obliged if you could inform me whether a Russian subject of the Jewish faith who was married here in England, but who, by mutual consent, separated from each other about a month after the marriage, which was not consummated, and went to live in Scotland, where he is now domiciled, can obtain a divorce in Scotland on any other ground but adultery, as for, e.g., incompatibility of temperament, as neither of the spouses have been guilty of misconduct. Both desire to be freed from each other as there is no possibility of their coming together again. Perhaps you might be able to tell or refer me for the necessary information to the proper quarters and also the cost in obtaining such a divorce.

A. A divorce may be obtained in Scotland for desertion, without adultery, the pursuer being required to prove malicious and obstinate non-adherence for four years. Incompatibility of temperament by itself is not a sufficient ground before the above period has elapsed. If it be desired to proceed under the Poor Persons' Rules, all other necessary information, such as the cost, may be obtained (during the present year only) from Mr. D. G. McGregor, W.S., of 117, Hanover-street, Edinburgh.

Trustee — Absence Abroad — Appointment of New Trustee.

Q. 2064. Of six original trustees to whom land for the building of a hospital was conveyed in 1894, the first-named, A, shortly afterwards went to reside permanently in Canada. The remaining five all died before 1925, the last, B, in 1923. A died abroad in 1929 and his will was proved in Canada by his widow and sole executrix, who shortly afterwards also died in Canada. Can the executors of B appoint new trustees under the power which became exercisable one year after A's departure, or must the wills of A and his executrix be re-sealed in England, so that his personal representatives may appoint new trustees?

A. The continued residence of A abroad, while it enabled the other trustees to appoint a trustee in his place, did not in itself render A not a trustee. As all the other trustees died without effecting an appointment of a trustee in the place of A, he is, in our opinion, the surviving trustee within T.A., 1925, s. 36 (1) (*b*). Accordingly his personal representatives are the persons to appoint and his will and that of his executrix must be re-sealed in England.

Decontrol of New Buildings.

Q. 2065. (1) My clients (a brewery) have a beerhouse which was originally situated in a cottage. Just after the war, as trade had increased, a converted army hut was erected outside and adjacent to the cottage, and the business was transferred to the hut. Last year both cottage and army hut were pulled down, and a new house erected on the site, costing approximately £2,400. During the erection of the new building the trade was carried on in half the army hut. Please inform me: (*a*) If the new building is decontrolled. Is it a "new building" within the Increase of Rent Acts, or is it only "reconstructed," and if so, has it sufficiently lost its identity to become new premises? (*b*) If the premises are *not* decontrolled, it is assumed that the tenant is liable to an increase in his rent of 8 per cent. of the amount expended on the improvement and structural alteration of the house. In what way should this figure be arrived at? It is suggested that the value of the old buildings (£400) should be deducted from the total sum expended. (2) A licensed victualler lets an upstairs room one evening every week from 8 to 11 o'clock (10 p.m. being closing time) to the local Buffalo (R.A.O.B.) Lodge for 2s. per week. Are the members of the lodge allowed to drink in this room after 10 o'clock if supplied before that hour, or is the licensee responsible for clearing everything away at 10 p.m., though he has let the room?

A. (1) (*a*) On the above facts the building is not merely reconstructed, but has lost its identity and becomes a new building, which is outside the Rent Acts, and therefore, decontrolled. (*b*) This does not arise. (2) The members are not allowed to drink in their room after 10 p.m. (even if the liquor was supplied previously) and the licensee is responsible for clearing everything away at 10 p.m. An application for an extension should be made to the magistrates for special occasions.

Married Woman—Restraint upon Anticipation—Disclaimer.

Q. 2066. Under a marriage settlement of 1903 the trust funds were given to A (who is now deceased) for life, with remainder to B for life, and after the decease of the survivor of A and B, the capital of the trust funds was given as A should appoint by will. In exercise of this (general) power of appointment, A appointed, by her will (proved in 1923), a share of the trust to C for life, and subject thereto, the capital of the trust funds as to one-fourth thereof to D. C's life interest under the will is subject to a restraint upon anticipation and C is a married woman whose husband is now living. During B's life the interest of C under the appointment in the will is purely a reversionary life interest, and it is thought that on the principle of *In re Earl of Chesterfield's Trust*, 24 Ch. D. 643, C *may* be entitled to past income as from the death of the testatrix in 1923 until C comes into receipt of the income which she will do on the death of B, although it is a matter of some doubt whether or not the Chesterfield rule applies. D is

anxious to deal with her reversionary interest subject to the two lives, but the possibility of the application of the Chesterfield rule is a difficulty in D's way. C has expressed her willingness to release her claim, if any, under the rule *In re Earl of Chesterfield*, provided a sum be paid to her for the release of her claim. D is willing to pay the sum required by C, and it has been suggested that C might effectually release her interest (if any) under the Chesterfield rule by a disclaimer (*In re Wimperis* [1914] 1 Ch. 502). Your correspondent will be obliged if you will kindly indicate—

(1) Whether on the principle of *Guthrie* v. *Walrond*, 22 Ch. D. 573, there would be any difficulty in C, whilst under restraint, effectually disclaiming *part* of her bequest in the will (assuming she has not accepted the bequest already); and

(2) If the case of *Guthrie* v. *Walrond* gives rise to any difficulty, in what other way can the possible claim under the Chesterfield rule be got rid of whilst C is under restraint?

A. (1) It is distinctly doubtful whether C could disclaim part of her bequest. Compare, however, *Syer* v. *Gladstone*, 30 C.D. 614, and additional report [1902] 1 Ch. 211 (N), with *Guthrie* v. *Walrond*.

(2) As it has been held that a married woman restrained from anticipation can effectively bind herself by a compromise with her trustees as to the amount of the sum settled to her separate use (*Wilton* v. *Hill*, 25 L.J., Ch. 150), we are disposed to believe that an agreement to which D, C and the trustees concerned were parties, and whereby C, in consideration of a cash payment (which would be income in her hands) made by D at the request of the trustees, withdrew all claim to the application in her favour of the rule *In re Chesterfield's Trust* would be valid.

Decontrol of Agricultural Holding.

Q. 2067. A, in 1929, purchased a smallholding consisting of a house and about 20 acres of land and woodland, occupied by B, who had occupied the holding since before 1914. B became in arrear with his rent. By arrangement between A and B the land was taken over by A and the house let to B's son X at a rent of 2s. 6d. per week. A then sold to C, and at C's request gave notice to leave the house. The smallholding was subject to the Agricultural Holdings Act. The house by itself would have been subject to the Rent Restriction Acts if let by itself in 1914. Please advise whether the house is now controlled under the Rent Restriction Acts by reason of its having been let separately from the land since 1914 at a rent within the limits of the Act, or whether the fact that it is so let after the coming into force of the Act of 1923 prevents it becoming controlled. A never had vacant possession, B and his son having lived together at the house for some time, and this arrangement continued, and continues at the present time.

A. As the rateable value of the land (if let separately) would not be less than one-quarter of the rateable value of the house, the latter was outside the Increase of Rent, &c. Act, 1920, by virtue of s. 12 (2) proviso (iii). A never had vacant possession, and therefore (if the house had once been controlled) his claim to possession would be defeated under the Rent, &c. Restrictions Act, 1923, s. 2 (3) which provides that a landlord shall not be deemed to have come into possession by reason only of a change of tenancy with his consent. The opinion is given, however, that the fact of the letting to X having taken place after the 31st July, 1923, prevents the house from becoming controlled. The preamble of the last named Act shews that its object was to amend and prolong the duration of the principal Act, but only in so far as it already affected certain houses. It was against the policy of the Act to create control where it did not previously exist, and X is therefore not protected. See the survey of the Acts made by Lord Justice Greer in *Abbey* v. *Branston* [1930] 1 K.B. at pp. 667 to 670.

Notes of Cases.

Court of Appeal.

In re **Stratton; Knapman** *v.* **Stratton.**

Lord Hanworth, M.R., Lawrence and Romer, L.JJ.

6th and 7th November.

WILL — CHARITABLE TRUSTS — GIFT TO VICAR FOR TIME BEING OF M. FOR PAROCHIAL INSTITUTIONS OR PURPOSES — PAROCHIAL PURPOSES NOT NECESSARILY CHARITABLE — INVALIDITY.

Appeal from a decision of Bennett, J.

A testatrix by a codicil to her will gave part of the proceeds of sale of a house in trust for the vicar for the time being of the Parish of Mortlake, "to be by him distributed at his discretion among such parochial institutions or purposes as he shall select." She also, by a second codicil, gave £1,000 for the same purposes. The testatrix died on 23rd February, 1929. A summons was taken out by her executors for the determination of the question whether these bequests were valid charitable gifts.

BENNETT, J., held that "parochial institutions or purposes" might include many parish activities which were not necessarily charitable, he therefore held that there was no valid charitable trust, and that the gifts failed. The vicar appealed.

THE COURT dismissed the appeal.

Lord HANWORTH, M.R., said that a list of the parochial activities had been submitted to the court and many, while excellent in themselves, were not necessarily charitable. The appellant argued that the fact that the trusts must be charitable might be deduced from the nature of the trustee chosen, but that was contrary to what was laid down by Lord Macnaghten in *Dunn* v. *Byrne* [1912] A.C., at p. 410. In *In re Bain* [1930] 1 Ch. 224, and *In re Barclay* [1929] 2 Ch. 173, there were distinct indications that trusts were confined to religious purposes, which were charitable in the legal sense. There was no indication of the sort in the present case.

COUNSEL: *Daynes*, for appellant; *Stafford Crossman*, for the Attorney-General; *Vaisey*, K.C. and *Mumford*, for the residuary legatees; *Belsham*, for the trustees of the will.

SOLICITORS: *Jaques & Co.; Charles Robinson & Son); The Treasury Solicitor.*

[Reported by G. T. WHITFIELD-HAYES, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Spyer *v.* **Phillipson.** Luxmoore, J. 23rd October.

LANDLORD AND TENANT — FIXTURES — ORNAMENTAL PANELS METHOD OF ANNEXATION — LANDLORD'S OR TENANT'S FIXTURES — RIGHT OF REMOVAL.

In this action the plaintiff as assignee of the reversion of a lease, dated 5th July, 1912, claimed that certain ornamental panelling was a landlord's fixture, and not removable by the defendants as tenant's fixtures. By the lease, the flat in question was demised to the tenant for twenty-one years, at a rent of £900 per annum. In 1920 and 1922 the tenant entirely altered and redecorated certain rooms by placing therein some very valuable oak panelling, but no structural alterations were made, the panelling being placed in position by inserting into the wall wooden plugs to which it was attached by screws. Expert witnesses said that the method stated to be employed was the ordinary way of affixing oak panelling to a room already built, whether it was to be fixed permanently or for a temporary purpose. The defendants denied that the panelling was permanently fixed so as to become part of the structure or that its removal would cause any damage.

LUXMOORE, J., in the course of his judgment said the lessee was a mere tenant for a term of years, and it would be surprising if he had spent such a large sum in panelling for only a

short term. With regard to the method of attachment it was plain that heavy oak panelling must be fixed much more firmly than tapestry or light articles, but the method of attachment was only one of the things to be considered. On all the facts before him he had no doubt that the lessee put up the panelling for the purpose of enjoying it, and he could not come to the conclusion that the object of the lessee was merely to beautify the rooms of which he had only some thirteen years' tenancy to run. Therefore, the only conclusion he could come to was that these things had not become landlord's fixtures, but were tenant's fixtures, and being so, were removable by the tenant. Further, there was nothing in the lease itself which would make any of the fixtures or improvements therein described landlord's fixtures. The plaintiffs claim therefore failed.

COUNSEL: *N. L. C. Macaskie*, K.C., and *G. P. Slade*; *R. Peel*, K.C., and *J. P. Trapnell*.

SOLICITORS: *Johnson, Weatherall, Sturt & Hardy*; *J. D. Arthur*.

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Rex *v.* Brennand and Others.

Avory, Swift and Acton, L.JJ. 27th October.

GAMING—AUTOMATIC MACHINE—"LITTLE STOCKBROKER"—ALLEGED CERTAINTY—UNLAWFUL GAMING—BETTING ACT, 1853 (16 & 17 VICT. c. 119); GAMING HOUSES ACT, 1854 (17 & 18 VICT. c. 38).

These were the appeals of Leslie Brennand, Walter Daniels and Herbert Newby, who, at the Lancashire Quarter Sessions on the 18th July, 1930, were convicted of offences against the Betting Act, 1853, and the Gaming Houses Act, 1854. They were bound over. Newby was charged as the manager of a shop at 133, The Promenade, Blackpool, in which, among other automatic machines, was one called the "Little Stockbroker," which, it was alleged, was a gaming machine. The other two defendants were charged with assisting in the management of the premises. A notice over the machine stated, *inter alia*, "All the results are therefore certain and pre-determined, and you cannot gamble on a certainty. At a charge of one penny for nine games the "Little Stockbroker" is one of the cheapest amusements ever devised." A person reading the printed instructions and following them closely could tell exactly what would turn up by counting five spaces on the dial. The chairman held that the machine, as it was being used, was being used for unlawful gaming, and that the premises were being kept for purposes prohibited by the second part of the section of the Betting Act. The defendants now appealed.

AVORY, J., said that the only question was whether the machine called the "Little Stockbroker" was being used for purposes contrary to the Betting Act, 1853, or the Gaming Houses Act, 1854, and whether the keeping of the premises amounted to the keeping of a gaming house. The evidence before the jury was that, with few exceptions, the persons using the machines were persons who did not read the instructions or study the dials, but who were simply dropping pennies in and taking their chance of finding something to their benefit. It was not disputed on the authorities that this was a question of law, and therefore the chairman was right in deciding as a question of law whether the machine was being used for unlawful gaming or purposes prohibited by the Betting Act. The court could find no ground of complaint in the chairman's direction to the jury, and the appeals would be dismissed.

COUNSEL: *Sir Henry Curtis Bennett*, K.C., and *St. John Hutchinson*, for the appellants; *Jackson*, K.C., and *J. Catterall Jolly*, for the Crown.

SOLICITORS: *Slaughter & May*; *Sharpe, Pritchard & Co.*, for *The Town Clerk*, Blackpool.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

F. Gilbert (Bournemouth) Ltd. *v.* Mackay.

McCardie, J. 4th November.

GAMING—BETTING—WRIT ISSUED FOR DEBTS—VERBAL AGREEMENT TO PAY BY INSTALMENTS ALLEGED—SUPPRESSION OF ACTION AS CONSIDERATION.

In this action Fred Gilbert (Bournemouth) Ltd. claimed from Norman S. Mackay £486 13s. 11d. as money due under an alleged verbal agreement of the 27th September, 1929, entered into in the following circumstances: It was stated that the defendant, who was formerly a bookmaker, had made bets in respect of horse races with Fred Gilbert in 1923 and had incurred the £486 debt now sued for. At a later date Fred Gilbert turned into a limited liability company, the present plaintiffs. In May, 1929, Gilbert put the collection of the debt into the hands of the National Turf Protection Society, who wrote several letters to the defendant, and eventually a writ was issued against him on the 13th September, 1929. On the 27th September, a representative of the Turf Protection Society interviewed the defendant, and the plaintiffs now allege that the defendant agreed that in consideration of the proceedings against him being stopped he would pay the money by instalments. The defendant had not paid as it was alleged he had agreed, and the present action was brought upon that alleged agreement. For the defendant it was submitted that there never was such an agreement; and, alternatively, that if there was, it was entered into for a void and/or illegal consideration. It was further pointed out that there was no notice on the company's file of any assignment of the debt by Gilbert to the company.

MCCARDIE, J., said that the first question was whether or not any agreement was made. In his view neither witness was satisfactory, but he did not believe, having listened to the evidence, that any definite agreement had been made. Secondly, the action was brought by a limited company, the writ was issued by them, but there had been no assignment to that company or any notice of assignment of the debt. He took the view that if an agreement could have been made, it was an agreement that should have been made on behalf of Fred Gilbert, and not on behalf of the Company which had no interest whatever in the transactions. Judgment for the defendant, with costs.

COUNSEL: *Sergeant Sullivan*, K.C., and *Claude Grundy*, for the plaintiffs; *le Quesne*, K.C., and *Theo. Sophian*, for the defendant.

SOLICITORS: *Sydney A. Musson*; *Gordon Gardiner, Carpenter & Co.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Societies.

Law Association.

The usual monthly meeting of the Board of Directors was held at The Law Society's Hall on Thursday, the 6th November, Mr. C. D. Medley in the chair. The other directors present were Mr. J. E. W. Rider and Mr. W. M. Woodhouse (Treasurers), Mr. G. D. Hugh-Jones and Mr. C. F. Pridham. A sum of £80 was voted in relief of deserving applicants, three new members were elected and other general business transacted.

The Plowden Society.

(MIDDLE TEMPLE.)

A debate was held on Tuesday, 4th November, in the Middle Temple Common Room with the President in the chair. Mr. R. L. A. Hankey moved: "That, in the opinion of this Society, debating is a waste of time." Mr. T. H. Mayers opposed. There also spoke Mr. Vere Hunt, Mr. R. C. S. Ellison, Mr. K. J. P. Barraclough, Mr. A. McDougall, Mr. Derek Whiteley (Hon. Treasurer), Mr. G. E. Llewellyn Thomas (President), and Miss Ruth Epstein (Hon. Secretary). The Hon. Proposer exercised his right of reply. On a division the motion was carried by four votes.

Law Students' Debating Society.

At a meeting of the Society held at The Law Society's Hall on Tuesday, 4th November (Chairman, Mr. H. J. Baxter), the subject for debate was: "That this Society disapproves of the taxation of imported food." Mr. G. L. Ungoed-Thomas opened in the affirmative and Mr. Keith Erskine in the negative. The following also spoke: Messrs. Gerald Thesiger, C. C. Ross, E. G. M. Fletcher, W. S. Jones, T. M. Jessup, W. Anderson (visitor), Nation-Dixon, J. C. Christian-Edwards and A. Bostock (visitor). The opener having replied and the Chairman summed up, the motion on being submitted was lost by three votes. There were seventeen members and three visitors present.

A joint moot with The Law Society School of Law was held at The Law Society's Hall, on Tuesday, 11th November, at 8 p.m., Mr. Justice Wright presiding. The moot considered an appeal from an order made under the following circumstances:—

In 1908, A granted a twenty-one year lease of a dwelling-house to X, the lease containing covenants to repair. In 1912, X assigned the lease to Y, and in 1926 Y assigned the lease to Z.

In 1929, when the lease expired, Z had been adjudicated a bankrupt, and the landlord accordingly sued X on the covenants to repair, and recovered a judgment of £300 and costs. Before execution X was adjudicated a bankrupt, and his trustee in bankruptcy recovered from Y the sum due from X to the lessor.

On a motion by A, the judge made a declaration that the sum in question formed no part of X's estate, and ordered it to be paid out to the lessor.

Mr. L. F. Sturge and Mr. William Walsh, of the Law Student's Debating Society appeared for the appellant, and Mr. C. W. Jains and Mr. G. V. Bull, of The Law Society School of Law, appeared for the respondent. Mr. S. M. Fruitman also spoke.

The appeal was allowed.

The Chartered Institute of Secretaries.

The preliminary, intermediate and final examinations by the Chartered Institute of Secretaries will be held on Friday and Saturday, 5th and 6th December, in London, Birmingham, Bristol, Cardiff, Hull, Manchester, Newcastle-on-Tyne, Leicester, Sheffield, Bradford, Edinburgh, Glasgow, Belfast, and Dublin. Particulars may be obtained from the Chartered Institute of Secretaries, London Wall, London, E.C.2.

Inner Temple.

GRAND DAY.

The Treasurer (Viscount Sumner) and the Masters of the Bench of the Inner Temple entertained at dinner on the 12th November—being the Grand Day of Michaelmas Term—the following guests:—

The French Ambassador, the Cardinal Archbishop of Westminster, Earl Peel, Lord Buckmaster, Sir Robert R. Garran (Solicitor-General of the Commonwealth of Australia), Colonel Sidney Peel, Field-Marshal Sir William Robertson, Sir Michael O'Dwyer, Mr. Butler Aspinall, K.C., the Master of the Temple, Mgr. Canon Coote, Mr. Theobald Mathew, Mr, Percy Matheson, Mr. Frederick Fane, the Reader, and the Sub-Treasurer.

The following Masters of the Bench were present:—

Lord Darling, Sir John E. Bankes, Mr. Augustine Birrell, K.C., the Earl of Desart, Sir Francis Taylor, K.C., Mr. Justice Rowlatt, Sir William Hansell, K.C., Mr. A. M. Langdon, K.C., Mr. Justice Talbot, Sir G. F. Hohler, K.C., Mr. A. W. Bairstow, K.C., Mr. Alexander Grant, K.C., Mr. T. Hollis Walker, K.C., Mr. Justice Bateson, Sir Duncan Kerly, K.C., Sir B. A. Cohen, K.C., Mr. Justice Wright, Lord Justice Slesser, Mr. Daniel Stephens, K.C., Mr. E. M. Konstam, K.C., Mr. P. E. Sandlands, Mr. Rayner Goddard, K.C., Mr. M. J. L. Beebee, Mr. H. G. Robertson, Sir R. Mitchell Banks, K.C., and Mr. S. R. C. Bosanquet, K.C.

United Law Society.

A meeting of the United Law Society was held in the Middle Temple Common Room on Monday, 10th November, when Mr. A. O. Hughes moved "That in the opinion of this House the case of *Lynn* v. *Bamber* [1930] 2 K.B. 72 was wrongly decided." Mr. R. S. Johnson opposed the motion, and there also spoke Messrs. S. E. Redfern, Wood Smith, Macquoid, Stemp, Oppenheim and S. A. Redfern. Mr. Hughes replied and on the motion being submitted it was carried by three votes.

Legal Notes and News.

Honours and Appointments.

Mr. WILLIAM JONES, solicitor, Ruthin, succeeds the late Mr. Edward Parry as Clerk of the Peace and Clerk of the County Council of Denbighshire. Mr. Jones acted as Deputy Clerk during Mr. Parry's illness.

Mr. A. A. TEMPLETON has been appointed County Clerk of Dumbarton.

The freedom of the borough of Southport has been conferred upon Mr. J. ERNEST JARRATT, the Town Clerk of that county borough, who will retire at the end of the year.

Mr. ATTREE POWELL, who was for many years town clerk of South Molton (Devon), has been elected Mayor of that borough.

Mr. D. V. O'MEARA, deputy town clerk, Oxford, has been appointed Assistant Solicitor in the office of Mr. F. C. W. Wiltshire, town clerk of Birmingham.

Mr. HUBERT S. MARTIN, LL.B. (Lond.), assistant town clerk of Birmingham, has been appointed Chief Assistant in the Department of the Clerk to the East Sussex County Council (Mr. Hugh J. T. McIlveen).

The Colonial Office announces that the King has appointed His Honour CHARLES FREDERIC BELCHER, O.B.E. (Chief Justice of Cyprus), to be Chief Justice of Trinidad.

Mr. T. STIRLING BOYD, of the Inner Temple, Barrister-at-Law, Judicial Commissioner of Sarawak, has been appointed Chief Justice of Sarawak.

Mr. EDWARD M. GALLOWAY, Depute Clerk and Assessor to the Justices of the Peace for the Lower Ward of Lanarkshire, has been now appointed Justice of the Peace Fiscal for that Ward.

Sir HENRY CHARTRES BIRON, Barrister-at-Law, Chief Magistrate at Bow Street since 1920 (when the honour of Knighthood was conferred upon him), has been elected a Bencher of the Honourable Society of Lincoln's Inn, in the place of the late Lord Muir Mackenzie, K.C. Sir Chartres, who was educated at Eton and Trinity College, Cambridge, was called to the Bar in 1886, was Treasury Counsel to the London Sessions and Counsel to the Post Office at the Central Criminal Court, and was appointed a Metropolitan Police Magistrate in 1906. His publications include "Biron and Chalmers on Extradition."

Professional Announcements.

(2s. per line.)

Mr. FRANK MEDLICOTT, Solicitor (Messrs. Medlicott & Co.), has removed his offices to No. 1, New Square, Lincoln's Inn, W.C.2, and his new telephone numbers are Holborn 4582 and 4583 (Private Branch Exchange).

Wills and Bequests.

Mr. James Henry, K.C., of Rathmines, co. Dublin, a well-known member of the Irish Bar and for many years editor of "The Irish Law Times and Solicitors' Journal," a member of the Bar Council, Hon. Treasurer of the Bar Library and Standing Counsel to the Irish Temperance Society, left personal property in England of the value of £6,310.

Mr. Edward Herbert Armitage, of Sumner Lodge, Camberley, Surrey, solicitor, left estate of the gross value of £34,139, with net personalty £31,418.

Mr. Alfred Arthur Hudson, K.C., of Paper Buildings, Temple, E.C., and of Mount Street, Grosvenor Square, W., a Bencher of the Inner Temple, who died on 21st August, aged seventy-eight, left unsettled property of the gross value of £36,635, with net personalty £2,622. He left £500 to his clerk, Thomas James Gracey, and £50 to his clerk, Miss Reynolds, if respectively in his employ at his death.

Mr. Philip Barrett Cooke, of Park Road, Gloucester, formerly of Berkeley Street, Gloucester, solicitor, a Freeman of the City, left estate of the gross value of £1,682.

NEW TREASURER OF GRAY'S INN.

Sir Cecil Walsh, K.C., has been elected Treasurer of the Honourable Society of Gray's Inn for the year 1931, in succession to the Right Hon. Lord Greenwood, K.C., who has been elected Vice-Treasurer for the same period.

LORD SANKEY.

NEW HIGH STEWARD OF OXFORD.

Viscount Grey of Fallodon, Chancellor of Oxford University, has appointed Lord Sankey, Lord Chancellor, to be High Steward of the University in the place of the late Earl of Birkenhead.

Lord Sankey was educated at Jesus College, and is an honorary fellow of the college. He is also a governor of Keble College and Pusey House, Oxford.

THE RENT RESTRICTION ACTS.

In our issue of the 1st November (74 SOL. J. 744), we gave the names of the members of the Committee appointed by the Minister of Health and Secretary of State for Scotland "to enquire into and report upon the present working of the Rent Restriction Acts . . . ," in which it was stated that two further members, representative of the views of Local Authorities, would be appointed at a later date. The following gentlemen have now been accordingly appointed to be members of the Committee, namely: Alderman E. Huntsman, J.P. and Councillor Andrew Young. The Secretary of the Committee is Mr. E. C. H. Salmon, M.C., of the Ministry of Health.

SOLICITOR'S FORGOTTEN CERTIFICATE.

Cyril Barber, of Town Hall-buildings, St. Albans, pleaded "Guilty" at St. Albans last week to two summonses for unlawfully and wilfully and falsely pretending to be a solicitor on 4th October and 9th October. Mr. E. S. Woodhouse Isaac, prosecuting on behalf of The Law Society, said that Barber had not taken out a certificate to practise since November, 1927.

The Bench imposed a fine of £5 in each case, including costs.

GAMBLING IN SHARES OF COMPANIES.

Lecturing to the City of Birmingham Commercial College recently, Mr. Thomas Keens, F.S.A.A., Past President of the Society of Incorporated Accountants and Auditors, commented on the disastrous results of company finance in the last few years. He said that in addition to the world-wide depression of trade, there had been other causes responsible for the unsatisfactory state of affairs, including over-capitalisation, extravagant underwriting, and, above all, the use of the shares of companies as gambling counters by interested parties who were more concerned with rigging the market than with the legitimate object for which the company was formed. This had involved shareholders with heavy losses.

Mr. Keens believed that the Companies Act, which came into force in 1929, would have a salutary effect. The tightening of the law in regard to prospectuses had compelled the disclosure of certain items of information in balance sheets. He welcomed also the new regulations of the London Stock Exchange with which all companies must comply in order to obtain an official quotation for their shares.

Mr. Keens strongly advocated the close co-operation of industrial administration with the financial department of a company.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE	EMERGENCY ROTA	APPEAL COURT No. 1	GROUP I. MR. JUSTICE EVE. Witness. Part II.	MR. JUSTICE MAUGHAM. Witness. Part I.
M'nd'y Nov. 24	Mr. Andrews	Mr. Blaker	Mr.*Jolly	Mr. Blaker
Tuesday .. 25	Jolly	More	*Ritchie	*Jolly
Wednesday 26	Hicks Beach	Ritchie	*Blaker	Ritchie
Thursday . 27	Blaker	Andrews	Jolly	*Blaker
Friday 28	More	Jolly	*Ritchie	Jolly
Saturday .. 29	Ritchie	Hicks Beach	Blaker	Ritchie

	GROUP I. MR. JUSTICE BENNETT Non-Witness.	MR. JUSTICE CLAUSON. Witness. Part I.	GROUP II. MR. JUSTICE LUXMOORE. Non-Witness.	MR. JUSTICE FARWELL. Witness. Part II.
M'nd'y Nov. 24	Mr. Ritchie	Mr.*Andrews	Mr. Hicks Beach	Mr.*More
Tuesday .. 25	Blaker	More	Andrews	*Hicks Beach
Wednesday 26	Jolly	*Hicks Beach	More	*Andrews
Thursday . 27	Ritchie	Andrews	Hicks Beach	More
Friday 28	Blaker	*More	Andrews	Hicks Beach
Saturday .. 29	Jolly	Hicks Beach	More	Andrews

* The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

The CHRISTMAS VACATION will commence on Wednesday, the 24th day of December, 1930, and terminate on Tuesday, the 6th day of January, 1931, inclusive.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (1st May, 1930) 3%. Next London Stock Exchange Settlement Thursday, 4th December, 1930.

	Middle Price 19th Nov. 1930.	Flat Interest Yield. £ s. d.	Approximate Yield with redemption. £ s. d.
English Government Securities.			
Consols 4% 1957 or after	92½	4 6 6	—
Consols 2½%	58⅝	4 5 1	—
War Loan 5% 1929-47	102¾	4 16 5	—
War Loan 4½% 1925-45	101	4 9 1	4 8 0
War Loan 4% (Tax free) 1929-42	100⅝	3 19 8	3 18 6
Funding 4% Loan 1960-90	95	4 4 3	4 4 6
Victory 4% Loan (Available for Estate Duty at par) Average life 35 years	96½	4 2 11	4 4 0
Conversion 5% Loan 1944-64	105½	4 14 7	4 13 3
Conversion 4½% Loan 1940-44	102½	4 7 7	4 3 3
Conversion 3½% Loan 1961	81⅝	4 5 8	—
Local Loans 3% Stock 1912 or after	68⅛	4 7 7	—
Bank Stock	272½	4 8 1	—
India 4½% 1950-55	87	5 3 6	5 9 6
India 3½%	64	5 9 5	—
India 3%	55	5 9 1	—
Sudan 4½% 1939-73	99	4 10 11	4 11 0
Sudan 4% 1974	90	4 8 11	4 10 6
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 15 years.)	84½	3 11 0	4 1 0
Colonial Securities.			
Canada 3% 1938	93	3 4 6	4 2 0
Cape of Good Hope 4% 1916-36	97	4 2 6	4 11 6
Cape of Good Hope 3½% 1929-49	87	4 0 6	4 11 0
Ceylon 5% 1960-70	102	4 18 0	4 17 9
Commonwealth of Australia 5% 1945-75	86½	5 15 7	5 17 3
Gold Coast 4½% 1956	95	4 14 9	4 17 0
Jamaica 4½% 1941-71	96	4 13 9	4 14 6
Natal 4% 1937	97	4 2 6	4 11 9
New South Wales 4½% 1935-45	75½	5 19 2	7 5 0
New South Wales 5% 1945-65	78	6 8 2	6 12 6
New Zealand 4½% 1945	98	4 11 5	4 14 0
New Zealand 5% 1946	104	4 16 2	4 15 9
Nigeria 5% 1950-60	104	4 16 2	4 15 0
Queensland 5% 1940-60	79½	6 5 9	6 6 8
South Africa 5% 1945-75	104	4 16 2	4 15 6
South Australia 5% 1945-75	82½	6 1 3	6 3 3
Tasmania 5% 1945-75	83½	5 19 9	6 1 3
Victoria 5% 1945-75	81½	6 2 8	6 4 9
West Australia 5% 1945-75	82½	6 1 3	6 3 3
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	66½	4 10 3	—
Birmingham 5% 1946-56	105	4 15 3	4 13 6
Cardiff 5% 1945-65	102	4 18 0	4 17 6
Croydon 3% 1940-60	74	4 1 1	4 12 6
Hastings 5% 1947-67	105	4 15 3	4 14 3
Hull 3½% 1925-55	83	4 4 4	4 13 6
Liverpool 3½% Redeemable by agreement with holders or by purchase	78	4 13 4	—
London City 2½% Consolidated Stock after 1920 at option of Corporation	57	4 7 9	—
London City 3% Consolidated Stock after 1920 at option of Corporation	68	4 8 3	—
Manchester 3% on or after 1941	67	4 9 7	—
Metropolitan Water Board 3% "A" 1963-2003	68	4 8 3	—
Metropolitan Water Board 3% "B" 1934-2003	69	4 6 11	—
Middlesex C.C. 3½% 1927-47	86	4 1 5	4 14 0
Newcastle 3½% Irredeemable	75	4 13 4	—
Nottingham 3% Irredeemable	65	4 12 4	—
Stockton 5% 1946-66	104	4 16 2	4 15 3
Wolverhampton 5% 1946-56	102	4 18 0	4 16 9
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	85	4 14 2	—
Gt. Western Rly. 5% Rent Charge	102	4 18 0	—
Gt. Western Rly. 5% Preference	95½	5 4 9	—
L. & N.E. Rly. 4% Debenture	79	5 1 3	—
L. & N.E. Rly. 4% 1st Guaranteed	75½	5 6 0	—
L. & N.E. Rly. 4% 1st Preference	58⅛	6 16 9	—
L. Mid. & Scot. Rly. 4% Debenture	82½	4 17 0	—
L. Mid. & Scot. Rly. 4% Guaranteed	79	5 1 3	—
L. Mid. & Scot. Rly. 4% Preference	65	6 3 1	—
Southern Railway 4% Debenture	85	4 14 2	—
Southern Railway 5% Guaranteed	101¼	4 18 0	—
Southern Railway 5% Preference	92⅛	5 8 1	—

VALUATIONS FOR INSURANCE. It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is frequently very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality. 'Phones: Temple Bar 1181-2.

COMMON Law Clerk desires post; 11 years' experience; thorough knowledge county court practice, workmen's compensation, Rent Acts, debt collecting, etc.; able to act without supervision.—Box 602, Solicitors' Journal, 29, Breams-buildings, E.C.4.

WELL-EDUCATED Young Lady seeks position as private secretary. Expert shorthand-typist; thorough experience.—Box 604, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, ex-officer, married, 10 years' experience all branches, exceptional references work and dependability, advocate, convincing speaker, seeks post; salary by arrangement.—Apply Box 603, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (24) seeks change; conveyancing, probate and general work. Two years' experience since articles.—Box 599, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, 32, admitted June, requires position with prospects; 16 years' experience in busy City office, managing clerk without supervision; principal retired.—Write Box 597, Solicitors' Journal, 29, Breams-buildings, E.C.4.

YOUNG Solicitor, First Class Intermediate, second class honours, 10 years' present firm, desires change. Conveyancing, probate, company work and general practice. Used responsibility.—Box 588, Solicitors' Journal, 29, Breams-buildings, E.C.4.

ASSISTANT Solicitor, 22, Intermediate LL.B. (London), requires post; experienced conveyancing, probate and trusts; some litigation, High Court and County Court; used interviewing and work without supervision. Excellent testimonials.—Box 586, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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